

Michael G. Freedman (SBN 281279)  
THE FREEDMAN FIRM PC  
1801 Century Park East, Suite 450  
Los Angeles, California 90067  
Telephone: (310) 285-2210  
Email: Michael@thefreedmanfirm.com

Attorneys for Plaintiffs Ravenwood-Productions LLC and  
Kevin V. Duncan

**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

RAVENWOOD-PRODUCTIONS LLC, a  
Colorado corporation; and KEVIN V.  
DUNCAN, an individual,

Plaintiffs,

vs.

DAVID OZER, an individual; STRONG  
STUDIOS, INC., a Delaware corporation;  
MARK ROBERSON, an individual;  
TODD MAJOR, an individual; KYLE  
CERMINARA, an individual; LARRY  
SWETS, an individual; HASSAN BAQAR,  
an individual; MATT HARTON, an  
individual; PETER ODIORNE, an  
individual; SAFEHAVEN 2022, INC., a  
Delaware corporation; UNBOUNDED  
MEDIA CORPORATION, a Delaware  
corporation; STRONG TECHNICAL  
SERVICES, INC., a Nebraska corporation;  
STRONG GLOBAL ENTERTAINMENT,  
INC., a British Columbia corporation;  
STRONG SIGNATURES, LLC, a  
Delaware Corporation; and DOES 1  
through 15, inclusive,

Defendants.

Case No.: 2:24-cv-03532

**CIVIL COMPLAINT AND  
DEMAND FOR JURY TRIAL**

- 1) Fraudulent  
Concealment/Fraudulent  
Inducement**
- 2) Breach of Contract**
- 3) Breach of the Implied  
Covenant of Good Faith and  
Fair Dealing**
- 4) Breach of the Fiduciary Duty**
- 5) Negligence**
- 6) Negligent Supervision**
- 7) Civil Conspiracy**
- 8) Declaratory Relief**

1 By and through undersigned counsel, Plaintiffs Ravenwood-Productions  
2 LLC (“Ravenwood”) and Kevin V. Duncan (“Duncan”) (collectively “Plaintiffs”)  
3 allege as follows, based upon information and belief:

4 **JURISDICTION AND VENUE**

5 1. This action is based upon federal diversity jurisdiction, 28 U.S.C.  
6 § 1332, which grants this Court jurisdiction in all civil cases between citizens of  
7 different states where the amount in controversy exceeds \$75,000.

8 2. Venue is proper in this district under 28 U.S.C. §§ 1391 and 1400(a)  
9 as a substantial part of the events or omissions giving rise to the claim occurred in  
10 this judicial district.

11 **PARTIES**

12 3. Plaintiff RAVENWOOD-PRODUCTIONS LLC (“Ravenwood”) is a  
13 limited liability company formed under the laws of Colorado. At all times relevant,  
14 Ravenwood had its principal place of business in Colorado.

15 4. Plaintiff KEVIN V. DUNCAN (“Duncan”) is and was, at all times  
16 relevant, an individual resident of Colorado.

17 5. Defendant DAVID OZER (“Ozer”) is and was, at all times relevant,  
18 an individual resident of New York.

19 6. Defendant MARK ROBERSON (“Roberson”) is and was, at all times  
20 relevant, an individual resident of North Carolina.

21 7. Defendant TODD MAJOR (“Major”) is and was, at all times relevant,  
22 an individual resident of North Carolina.

23 8. Defendant KYLE CERMINARA (“Cerminara”) is and was, at all  
24 relevant times, an individual resident of North Carolina.

25 9. Defendant LARRY SWETS (“Swets”) is and was, at all relevant  
26 times, an individual resident of Illinois.

27 10. Defendant HASSAN BAQAR (“Baqar”) is and was, at all relevant  
28 times, an individual resident of Illinois.

1           11. Defendant MATT HARTON (“Harton”) is and was, at all relevant  
2 times, an individual resident of North Carolina.

3           12. Defendant PETER ODIORNE (“Odiorne”) is and was, at all relevant  
4 times, an individual resident of Pennsylvania.

5           13. Collectively, the individual Defendants described in the preceding  
6 paragraphs may be referred to herein as the “Individual Defendants.”

7           14. Defendant STRONG STUDIOS, INC. (“Strong Studios”) is a  
8 corporation formed under the laws of Delaware. At all times relevant, Strong  
9 Studios had its principal place of business in North Carolina.

10          15. Defendant STRONG TECHNICAL SERVICES, INC. (“Strong  
11 Technical”) is a corporation formed under the laws of Nebraska. At all times  
12 relevant, Strong Technical had its principal place of business in North Carolina.

13          16. Defendant SAFEHAVEN 2022, INC. (“SH 2022”) is a corporation  
14 formed under the laws of Delaware. At all times relevant, SH 2022 had its principal  
15 place of business in North Carolina.

16          17. Defendant UNBOUNDED MEDIA CORPORATION  
17 (“Unbounded”) is a corporation formed under the laws of Delaware. At all times  
18 relevant, Unbounded had its principal place of business in North Carolina.

19          18. Defendant STRONG GLOBAL ENTERTAINMENT, INC. (“Strong  
20 Global”) is a corporation formed under the laws of British Columbia, Canada. At  
21 all times relevant, Strong Global had its principal place of business in North  
22 Carolina.

23          19. Defendant STRONG SIGNATURES, LLC (“Strong Signatures”) is a  
24 corporation formed under the laws of Delaware. At all times relevant, Strong  
25 Signatures had its principal place of business in North Carolina.

26          20. Plaintiffs are ignorant of the true names of Defendants sued as DOES  
27 1 through 15, inclusive, and, therefore, sue these Defendants by such fictitious  
28 names. Plaintiffs will seek leave of the Court to amend this Complaint to allege

1 their true names, identities, and capacities when they are ascertained. Plaintiffs  
2 allege that each of these Doe Defendants is responsible in some manner for the acts  
3 and occurrences alleged herein, and that Ravenwood's damages were caused, at  
4 least in part, by such Doe Defendants.

5 21. Upon information and belief, at all relevant times, as alleged more  
6 fully herein, each Defendant acted as an agent, and/or joint venturer of the other  
7 Defendants, and in doing the things alleged herein acted within the course and  
8 scope of such agency, and/or in furtherance of the joint venture. Each of the  
9 Defendants' acts alleged herein was done with the permission and consent of each  
10 of the other Defendants.

11 22. Upon information and belief, at all times relevant, each Defendant  
12 was the alter ego of the other Defendants, Defendants operated as a single  
13 enterprise, and there exists, and at all times herein mentioned has existed, a unity  
14 of interest and ownership between Defendants such that any separateness between  
15 them has ceased to exist in that each Defendant completely controlled, dominated,  
16 managed, and operated the other Defendants to suit their convenience.

17 23. Specifically, at all times relevant, upon information and belief,  
18 Defendants Roberson, Major, Cerminara, and Ozer: (a) controlled the business and  
19 affairs of SH 2022, Strong Studios, Strong Technical, Strong Signatures,  
20 Unbounded, and Strong Global; (b) disregarded legal formalities and failed to  
21 maintain an arm's length relationship with SH 2022, Strong Studios, Strong  
22 Technical, Strong Signatures, Unbounded, and Strong Global; (c) inadequately  
23 capitalized SH 2022, Strong Studios, Strong Technical, Strong Signatures,  
24 Unbounded, and Strong Global; (d) used the same office or business location as  
25 SH 2022, Strong Studios, Strong Technical, Strong Signatures, Unbounded, and  
26 Strong Global; (e) used SH 2022, Strong Studios, Strong Technical, Strong  
27 Signatures, Unbounded, and Strong Global as a mere shell, instrumentality, or  
28 conduit for themselves and/or other businesses that they control; (f) used SH 2022,

1 Strong Studios, Strong Technical, Strong Signatures, Unbounded, and Strong  
2 Global to procure labor, services, or goods for other businesses they control; (g)  
3 manipulated the assets and liabilities of SH 2022, Strong Studios, Strong  
4 Technical, Strong Signatures, Unbounded, and Strong Global so as to possibly  
5 conceal financial interests and/or business activities; (h) used SH 2022, Strong  
6 Studios, Strong Technical, Strong Signatures, Unbounded, and Strong Global to  
7 shield against personal obligations; (i) treated as their own the assets of SH 2022,  
8 Strong Studios, Strong Technical, Strong Signatures, Unbounded, and Strong  
9 Global; (j) failed to maintain minutes or adequate corporate records for SH 2022,  
10 Strong Studios, Strong Technical, Strong Signatures, Unbounded, and Strong  
11 Global; (k) concealed or misrepresented the identity of the responsible ownership,  
12 management, and financial interests of SH 2022, Strong Studios, Strong Technical,  
13 Strong Signatures, Unbounded, and Strong Global; (l) formed and used SH 2022,  
14 Strong Studios, Strong Technical, Strong Signatures, Unbounded, and Strong  
15 Global to transfer to them existing liabilities; and (m) directed SH 2022, Strong  
16 Studios, Strong Technical, Strong Signatures, Unbounded, and Strong Global to  
17 carry out the conduct as alleged herein.

18 24. Based on information and belief, during the events alleged herein, SH  
19 2022, Strong Studios, Strong Technical, Strong Signatures, Unbounded, and  
20 Strong Global had multiple officers, directors, and/or employees in common. In  
21 particular, Roberson and Major served as directors, senior officers, and controlling  
22 owners of the foregoing companies, and in doing so, controlled and directed the  
23 foregoing companies to achieve their personal financial and business goals.

24 25. Based on information and belief, during the events alleged herein,  
25 Strong Studios was the 100% shareholder and sole owner of SH 2022.

26 26. Based on information and belief, during the events alleged herein,  
27 Strong Global was the 100% shareholder and sole owner of Strong Technical.  
28 Strong Technical was, in turn, the 100% shareholder and sole owner of Strong

1 Studios and Unbounded. As a result, Strong Global indirectly owned and  
2 controlled Strong Studios, SH 2022, and Unbounded throughout the events alleged  
3 herein.

4 27. According to public records, on or around September 13, 2023, Strong  
5 Global acquired complete ownership of Unbounded in an all-stock transaction.  
6 Defendant Swets was named Chairman, Defendant Odiorne was named Chief  
7 Content Officer and Defendant Harton was named Managing Director. On or  
8 around December 31, 2023, the board of directors of Strong Global purportedly  
9 approved a plan to cause Strong Technical to sell its shares in Strong Studios and  
10 Unbounded. Strong Global's announcement of this purported sale was announced  
11 soon after Ravenwood confronted Defendants regarding the tortious scheme and  
12 breaches of contract alleged herein. Based on information and belief, Strong  
13 Global's announcement of a purported sale of Strong Studios and Unbounded was  
14 a sham designed to escape accountability for the events alleged herein. To the  
15 extent any sale has occurred, Plaintiffs allege that it was not made for reasonably  
16 equivalent value, and that the purchaser of such assets (DOE) has knowingly  
17 participated, as an agent of the other Defendants, in a scheme to conceal the  
18 wrongdoing alleged herein and to help the other Defendants evade liability for  
19 same.

## 20 GENERAL FACTUAL ALLEGATIONS

### 21 The *Safehaven* Story And Television Series Concept

22 28. This civil action arises from events relating to the production of  
23 *Safehaven*, a supernatural thriller dramatic television series created by non-party  
24 James Seale ("Seale") and plaintiff Kevin V. Duncan ("Duncan"), and based on a  
25 graphic novel created by Seale.

26 29. The graphic novel *Safehaven* was released at the Los Angeles Comic  
27 Con on October 28, 2017.

1           30. On or around September 11, 2019, Seale and Duncan signed an  
2 Option Agreement with non-party Landmark Studio Group (“Landmark”), which  
3 was run by defendant David Ozer (“Ozer”) as President, to develop and produce a  
4 television series based on the graphic novel created by Seale. In exchange,  
5 Landmark received the option to acquire the intellectual property rights relating to  
6 the Series, including the copyright therein, the right to distribute and promote the  
7 Series, prequels, sequels, spinoffs and derivatives thereof, and all rights ancillary  
8 thereto (the “Series IP”).

9           31. In or around 2020, Landmark assigned its rights under the Option  
10 Agreement to non-party Safehaven 2020 Inc. (“SH 2020”), and Landmark  
11 extended the option on or around March 1, 2021 and again on or around February  
12 22, 2022.

13           32. On or around September 22, 2020, Seale signed an Executive  
14 Producer Agreement (“EP Agreement”) with SH 2020 to write the pilot episode of  
15 the Series and provide executive producer services.

16           33. On or around March 3, 2022, Landmark and SH 2020 contractually  
17 assigned their rights under the Option Agreement to Strong Studios. As a result,  
18 rights to the Series IP were effectively transferred from Landmark and SH 2020 to  
19 Strong Studios.

20           34. On or around March 3, 2022, Strong Studios entered into a  
21 Distribution Agreement with non-party Screen Media Ventures (“SMV”) to  
22 distribute the Series. In exchange for these distribution rights, SMV agreed to  
23 advance to Strong Studios a minimum guarantee in the amount of \$6,500,000 at  
24 certain milestones during the Series production process. In the same Distribution  
25 Agreement, SMV obtained the right to share in thirty-five percent of “gross  
26 receipts” generated by the Series, as defined in the contract.  
27  
28



1           35. On or around March 11, 2022, Strong Studios notified Seale and  
2 Duncan that the Series IP and all rights and obligations under Landmark/SH 2020's  
3 agreements with Seale and Duncan had been assigned to Strong Studios.

4           **Defendants' Wrongful Acts During Production Of The Series**

5           36. On or about May 15, 2022, pre-production of the Series began in  
6 Canada. Cartel Pictures was engaged by Defendants to act as the service producer  
7 during production of the Series in Canada. Cartel's on-site producer was Anthony  
8 Fankhauser.

9           37. In May 2022, SH 2022 was incorporated in Delaware. Strong Studios  
10 assigned all of its rights to the Series IP to SH 2022 around the same time. Strong  
11 Studios also transferred to SH 2022 its rights and obligations under the March 3,  
12 2022 Distribution Agreement with SMV.

13           38. From May 2022 through at least December 31, 2023, Ozer was the  
14 President of Strong Studios and the President of SH 2022. In this role, Ozer had  
15 authority over the finances and production activities of Strong Studios and SH  
16 2022, and thereby controlled the financing and production of the Series. Moreover,  
17 Cerminara, Roberson and Major, as directors and senior officers of Strong Global  
18 and SH 2022 during the same period, had the authority and responsibility to  
19 oversee and direct Ozer's production of the Series, including Ozer's management  
20 of the production's finances. Cerminara, Roberson and Major did in fact exercise  
21 control over Ozer during his management of the production. Ozer managed the  
22 finances and production of the Series with full awareness, oversight, and support  
23 from Cerminara, Roberson and Major.

24           39. On or around May 15, 2022, Ozer caused SH 2022 to enter into a  
25 Production Services Agreement with non-party Safehaven Pictures, Inc., to act as  
26 a production service company to SH 2022 and to undertake the services necessary  
27 to film and produce the Series in Canada and qualify for Canadian tax credits.  
28



1           40. In or around May 2022, Ozer promised to enter into a loan agreement,  
2 which was necessary to be able to pay the film and production crew. On or around  
3 June 3, 2022, the loan Ozer had promised to close failed to close, causing the layoff  
4 of all crew members due to insufficient funding from Defendants.

5           41. On or around June 7, 2022, as a result of Ozer's failure to close the  
6 loan, Duncan provided gap financing of over \$350,000, which allowed the crew  
7 members to be rehired and pre-production work to continue.

8           42. On or about June 15, 2022, SH 2022 entered into a Loan and Security  
9 Agreement with non-party Bank of Hope, a financial institution headquartered in  
10 Los Angeles, California. The purpose of this agreement was for Bank of Hope to  
11 loan SH 2022 a secured, non-revolving line of credit of up to \$8,944,468 for use  
12 in the payment of pre-production, production, post-production, and delivery costs  
13 of the Series. Among other consideration for this line of credit, SH 2022 granted  
14 to Bank of Hope a senior secured interest in assets including the Series IP and the  
15 \$6.5 million minimum guarantee due from SMV to SH 2022 under the March 2022  
16 Distribution Agreement.

17           43. By this point, the scripts for the first 10-episode season of the Series  
18 were complete and the entire first season was ready to be filmed. Despite having  
19 access to more than enough credit to fully finance and complete principal  
20 photography of the first season, Ozer, Strong Global, Strong Studios, and SH 2022  
21 corruptly or recklessly mismanaged the production's finances, including delaying  
22 access to the line of credit, submitting and approving fake invoices, causing  
23 significant delays to principal photography and a reduction in the amount of  
24 footage that could be used in the final production. By diverting funds to third  
25 parties not associated with the production, Defendants not only prevented the  
26 payment of legitimate vendors working on the show, but also caused the production  
27 company to cut shooting days, which resulted in shorter running times for the  
28 episodes than Defendants had guaranteed in their agreement with SMV. The

1 original production schedule for the Series in June 2022 called for 70 shooting  
2 days. Due to Defendants' misuse of production funds, the production ended up  
3 shooting only 65 days.

4 44. Filming was originally scheduled to begin on or around June 10, 2023.  
5 Due to Ozer's delay in accessing the line of credit, SH 2022 had insufficient funds  
6 to pay its vendors or its staff. This delayed principal photography on the Series for  
7 several weeks. These delays created the substantial risk that the crew would leave  
8 the project for other work, which put the entire production in jeopardy. These  
9 delays continued to occur until production activities concluded in September  
10 2022—but not before causing significant reductions to the runtime of episodes of  
11 the Series that were able to be filmed during the production period.

12 45. In addition, to make up for these delays he caused, Ozer demanded  
13 that shooting days and personnel be cut from the production. His demands created  
14 shorter running times on several episodes (under 40 minutes) thereby jeopardizing  
15 any possible sale to a broadcast or cable network (which require running times of  
16 at least 42-44 minutes).

17 46. On information and belief, SH 2022's inability to pay vendors was  
18 caused by Defendants' submitting and approving fake invoices for payment by  
19 Safehaven Pictures, Inc. as well as requesting payments to vendors who were not  
20 authorized to work on production of the Series and who did not provide any  
21 meaningful services to SH 2022, Strong Studios, or the Series. Based on  
22 information and belief, these unauthorized invoices and transfers approved by  
23 Defendants may have been executed as part of a scheme to personally enrich  
24 Defendants Ozer, Swets, and Baqar.

25 47. By means of a document purportedly dated on or around June 22,  
26 2022, Ozer also caused SH 2022 to enter into a fraudulent executive producer  
27 agreement ("EP Agreement") with Unbounded. Ozer never submitted this EP  
28 Agreement as part of the other EP Agreements he submitted and he never included

1 it in the locked budget. Safehaven Pictures, Inc, Bank of Hope, and Plaintiffs never  
2 received a copy of the EP Agreement until February 2024 after they discovered  
3 Defendants' financial improprieties. Based on information and belief, this EP  
4 Agreement was actually created in 2023 and was back-dated by Defendants to  
5 create the false appearance of a legitimate executive producer relationship between  
6 Unbounded and SH 2022.

7 48. Under this EP Agreement, SH 2022 agreed to pay to Unbounded a  
8 sum of \$15,000 per episode of the Series produced. On information and belief,  
9 Unbounded did not perform any work or provide anything of value in consideration  
10 for this fee. Moreover, the fees that SH 2022 agreed to pay to Unbounded under  
11 the June 22 EP Agreement far exceeded the executive producer fees that SH 2022  
12 paid to other entities who actually contributed meaningful production services to  
13 the Series, including non-party Cartel Pictures.

14 49. On or around September 3, 2022, Ozer authorized a payment of  
15 \$37,500 directly to Unbounded officer Hassan Baqar. Specifically, on September  
16 2, 2022, Ozer forwarded Fankhauser an email from Baqar dated August 31, 2022  
17 in which Baqar sent Ozer wire instructions for Unbounded Services LLC. On  
18 September 6, 2022, Ozer emailed Fankhauser and copied Baqar to confirm that the  
19 Unbounded wire had cleared. Fankhauser confirmed that the wire had cleared.

20 50. On or around September 21, 2022, Ozer authorized a payment of  
21 \$37,500 directly to Unbounded officer Larry Swets. Specifically, Ozer emailed  
22 Fankhauser instructions for a wire to Unbounded on September 21, 2022 and then  
23 thanked Fankhauser once the wire was confirmed on September 22, 2022. The  
24 email chain included the following attachments: a June 22, 2022 invoice from  
25 Unbounded to SH 2022 for \$37,500; wire instructions listing the ultimate  
26 beneficiary/receiver as Unbounded Services, LLC with an address in Itasca,  
27 Illinois associated with Swets; and confirmation showing the wire was processed  
28 on September 22, 2022.

1           51. Both of these payments expose Ozer's intent to fraudulently divert  
2 production funds to his associates who did not perform any work or provide  
3 anything of value in consideration for these payments. Further, on or around  
4 September 15, 2022, Unbounded officer Matt Harton signed a "Producer Holdback  
5 Agreement" for an additional \$75,000 in executive producer fees to be paid to  
6 Defendants, despite Harton knowing no executive producer agreement for  
7 Unbounded was in place.

8           52. On information and belief, Ozer, Swets, Baqar, and other Defendants  
9 named herein knowingly misappropriated no less than \$122,000 during production  
10 and \$167,485 during post-production from the production budget of the Series  
11 through fraudulent invoices approved by Defendants.

12           53. As a result of the fraudulent transfers approved by Defendants, and  
13 due to the reckless oversight of production activities by Ozer, the production costs  
14 of the Series greatly exceeded the production budget.

15           54. On or around September 23, 2022, production of the first season of  
16 the Series concluded.

17           **Duncan Agrees To Provide Supplemental Financing To The Series**

18           55. Despite obtaining a \$6.5 million minimum guarantee and millions of  
19 dollars in Canadian tax credits, which should have been enough to finance  
20 production and post-production of the Series, the production needed more money  
21 to replace the funds that Defendants wrongfully siphoned away from the  
22 production budget.

23           56. For example, on or around August 30, 2022, Anthony Fankhauser of  
24 Cartel Pictures specifically warned Ozer that the production was about to run out  
25 of money again and that crew would need to be laid off again if SH 2022 did not  
26 secure additional financing to complete filming and post-production activities.

27           57. Accordingly, Ozer approached Duncan to request a contribution of  
28 additional funds to the production. Ozer did not tell Duncan that Ozer had caused

1 SH 2022 to divert tens of thousands of dollars from the production account to  
2 enrich himself. Although Duncan was aware by this point that SH 2022 was having  
3 difficulties paying its vendors and that the Series running time may need to be  
4 reduced, Defendants concealed from Duncan the fact that these problems were the  
5 result of their financial mismanagement of the production.

6 58. Around September 23, 2022, Duncan and a company owned and  
7 controlled by him, Kahiltna LLC, entered into a Memorandum of Agreement  
8 (“MOA”) with SMV to provide \$500,000 in supplemental financing to SH 2022  
9 as a resource to promote the successful completion of the Series. Among other  
10 things, Duncan received as consideration a share of any gross receipts that the  
11 Series would ultimately generate after production and distribution after full  
12 recoupment of the advance under the distribution agreement with SMV.

13 59. When he entered into the MOA, Duncan did not know and could not  
14 have reasonably discovered that Ozer and the other Defendants had engaged in the  
15 financial improprieties and mismanagement of the Series production activities  
16 alleged herein. Duncan did not know and could not have reasonably discovered  
17 that Defendants needed Duncan’s money because they had stolen a large portion  
18 of the production budget for their personal use, including but not limited to  
19 Defendant Ozer’s settling a bank foreclosure on his personal residence located in  
20 Roslyn, New York in September 2023

21 60. In reliance on Defendants’ assurances and the September 23, 2022  
22 MOA, on October 25, 2022 Duncan did pay the \$500,000 in supplemental  
23 financing to SH 2022 in order to finance production of the Series. By entering the  
24 September 23, 2022 MOA and personally contributing financing to the Series,  
25 Duncan obtained a participation in the sales proceeds of the Series. Defendants’  
26 acts alleged herein injured Duncan by obstructing production of the Series and  
27 reducing the value of the Series that could ultimately be completed and sold to  
28 distributors.

**Defendants' Wrongful Acts Delay Post-Production Of The Series**

61. In or around October 2022, the first season of the Series went into post-production. Again, Ozer controlled and managed the finances of SH 2022 during all post-production activities. Ozer acted under the direction and oversight of Roberson and Major at all times. Again, Defendants' corrupt mismanagement of the production's finances caused lengthy delays to the post-production process and losses of substantial assets that otherwise would have accrued to owners of rights to the Series IP.

62. According to a post-production schedule prepared by Cartel Pictures in August 2022, post-production of the Series should have concluded by March 2023.

63. However, SH 2022 was chronically unable to pay key vendors and staff members, resulting in long stoppages of the post-production work. Post-production was not near to being completed by the time the entertainment industry strike began in the summer of 2023. Due to these delays caused by Defendants, the Series was not ready to be presented to potential buyers until June 2023, during an industry-wide work stoppage where many buyers were not open to acquiring new shows. In addition, since the end of the strikes, a massive financial contraction in the entertainment industry has diminished the sales potential for the Series. As of this filing, post-production activities are still not complete due to Defendants' continued failure to pay legitimate vendors and production partners and the Series is not ready for sales or distribution.

64. Ozer continued to make unauthorized payments to unapproved or fraudulent vendors throughout post-production activities in 2023, including tens of thousands of dollars in additional fraudulent wires, thereby diverting funds from post-production services necessary to convert the Series into a finished product that can be successfully marketed to television studios.

**Ravenwood Acquires 75% of the Series IP**

65. In or around June 2023, Duncan agreed to take a larger stake in the production, through his company Ravenwood in exchange for paying off the loan from Bank of Hope. At this time, Duncan and Seale were concerned that a broadcast agreement that had been reached with the Crackle streaming platform would not be honored. Crackle had previously agreed to pay for the show in advance and to broadcast it. In May of 2023, distributor SMV had notified Ozer and Strong that they would not accept delivery of the show. Duncan and Seale discussed this concern with Bank of Hope, which informed them that if Strong Studios did not pay off the loan, then Bank of Hope would foreclose on its loan and would sell the Series to any interested buyer in a “fire sale”.

66. To avoid this, on or around June 30, 2023, Ravenwood entered into a Management Agreement with SH 2022 and Strong Studios. A true and correct copy of the Management Agreement is attached hereto as Exhibit A.

67. The parties to the Management Agreement agreed that Ravenwood would pay off the amount due to the Bank of Hope for the minimum guarantee under the Distribution Agreement with Screen Media Ventures, in the principal amount of \$6,366,062.01.

68. In return, the parties agreed that Ravenwood would own 75% of all intellectual property related to the Series, Duncan would be appointed as treasurer for SH 2022, and any disposition of gross receipts with respect to the Series would require the signature of two officers of SH2022, one being Mr. Duncan and the other an officer appointed by Strong Studios.

69. On or around July 7, 2023, Ravenwood paid the full amount of the contractual loan payment due to Bank of Hope, a total amount of approximately \$6,366,062. During the same month, a substantial tax refund from the Canadian government was deposited into SH 2022’s bank account, located at in Los Angeles, California.



**Defendants Sabotage Post-Production By Continuing To Drain Money Out Of The Production Bank Accounts For Personal Expenditures**

70. In the months following execution of the Management Agreement, and contrary to the express provisions therein, Defendants prevented SH 2022 from paying outstanding post-production invoices due for the Series, failed to provide Duncan with access to bank statements for SH 2022 despite repeated requests, and siphoned funds out of SH 2022's Los Angeles, California bank account at Bank of Hope without Duncan's knowledge or consent.

71. On or around December 12, 2023, Ozer personally represented to Duncan that at least \$156,755.97 was in SH 2022's bank account at the Bank of Hope branch office in Los Angeles. Specifically, Ozer sent Duncan an older bank statement from August 31, 2023 purporting to show a balance of \$156,755.97, but the actual bank balance as of that date was only \$65,030.25. Furthermore, as of December 12, 2023, the account only had \$5,523.67 left in it. These funds could have been used to pay SH 2022's vendors and continue post-production activities.

72. In truth—as Duncan would later learn—Ozer actually drained all of the money remaining in SH 2022's bank accounts to finance his own personal expenses. In other words, Defendants continued to abuse their oversight of the Safehaven production account. Under the Management Agreement, any outgoing payments from SH 2022's bank accounts had to be jointly approved, but Defendants disregarded this requirement and transferred funds out of the Los Angeles, California bank account without obtaining consent from Ravenwood or Duncan. Defendants' complete lack of oversight and theft of funds from the *Safehaven* production account negatively impacted crucial relationships with service providers for the Series, who were and are unwilling to do any additional work until they are paid.

1           73. Specifically, in addition to the funds he diverted in 2022 and early  
2 2023 as described above, Defendants orchestrated the following outflows of money  
3 from SH 2022's bank account on the following dates:

- 4           a. Outgoing wire to Deluxe Media dated 08/21/23 in the amount of  
5           \$50,815.72
- 6           b. Outgoing wire to Kaleb Logan dated 08/24/2023 in the amount of  
7           \$9,875.00.
- 8           c. Outgoing wire to Kaleb Logan dated 08/28/2023 in the amount of  
9           \$12,895.00.
- 10          d. Outgoing wire to Kaleb Logan dated 08/31/2023 in the amount of  
11          \$18,000.00.
- 12          e. Outgoing wire to Daquan Williams dated 09/08/2023 in the amount  
13          of \$8,475.00.
- 14          f. Outgoing wire to ASB Corporation dated 09/14/2023 in the amount  
15          of \$14,000.00.
- 16          g. Outgoing wire to J2S2 Entertainment dated 10/02/2023 in the  
17          amount of \$4,850.00.
- 18          h. Outgoing wire to J2S2 Entertainment dated 10/03/2023 in the  
19          amount of \$3,925.00.
- 20          i. Outgoing wire to J2S2 Entertainment dated 10/20/2023 in the  
21          amount of \$4,250.00.
- 22          j. Outgoing wire to Kaleb Logan dated 10/31/2023 in the amount of  
23          \$4,650.00.
- 24          k. Outgoing wire to Kaleb Logan dated 11/03/2023 in the amount of  
25          \$4,950.00.

26           74. None of the foregoing payments related to legitimate expenses for the  
27 production of the Series. None of these vendors performed work for the Series.  
28 None of these vendors were named in the budget for the Series.

1           75. Moreover, in August 2023, Strong Studios and Ravenwood agreed to  
2 distribute a large portion of the funds remaining in SH 2022's production account  
3 to each party. On August 21, 2023, Strong Studios received \$219,305.02 and  
4 Ravenwood received \$180,694.98 via wire transfers from the Los Angeles,  
5 California bank account of SH 2022, per the terms of this agreement. These were  
6 the only two wire transfers that both parties agreed would be transferred out from  
7 SH 2022's accounts. Beginning on August 21, 2023, Ozer authorized an additional  
8 four wires totaling \$91,253.72. The wires were paid to apparently fake vendors:  
9 Deluxe Media and Kalan Logan. These fraudulent transfers represented 58.5% of  
10 the remaining money in SH 2022's bank account. Duncan was not aware of these  
11 wires and did not consent to them. The actual purpose of these payments is still  
12 unknown to the Plaintiffs.

13           76. Around September 2023, Strong Global acquired Unbounded Media.

14           77. Around late December 2023, Ravenwood and Duncan were finally  
15 able to obtain access to SH 2022's bank statements for the period from July 2023  
16 through December 2023—records they were entitled to access under the  
17 Management Agreement. Following an investigation, Ravenwood discovered that  
18 Ozer had fabricated numerous invoices from phony vendors who had not actually  
19 provided any work or services on the Series. This investigation confirmed  
20 Plaintiffs' worst fears: that Ozer had been siphoning money out of SH 2022's bank  
21 accounts to line his own pockets.

22           78. Plaintiffs immediately demanded that Defendants—including Ozer,  
23 Major, Roberson, Strong Studios and its corporate affiliates—provide an  
24 explanation for the suspicious payments that appeared in the bank records.  
25 Defendants took a week to send "proof" that the payments were legitimate. On  
26 January 3, 2024 during a text exchange with Kyle Cerminara, Cerminara assured  
27 Duncan that he had "seen the drafts to your letter. They just wanted to make sure  
28 its accurate." Executives at Strong Studios and Strong Global—including Major,

1 Roberson and Cerminara—signed off on the fake supporting documents provided  
2 to Duncan, evidencing their knowledge and participation in covering up the  
3 misappropriation of funds from SH 2022’s bank account.

4 79. For example, Plaintiffs’ investigation revealed that Ozer, and perhaps  
5 others working with him, had fabricated several invoices and created fake payees  
6 in an effort to conceal the fact that Defendants were stealing large sums of money  
7 from the *Safehaven* production budget:

8 a. The August 21, 2023 payment of \$50,815.72 to Deluxe Media was  
9 not based on a valid invoice from Deluxe Media. Deluxe Media  
10 performed no services for the Series. Representatives from Deluxe  
11 Media and *Safehaven*’s post-production facility confirmed that  
12 Deluxe Media did not perform any post-production services. Ozer  
13 also apparently created a similar-sounding domain name for  
14 Deluxe Media and a false invoice containing fake contact  
15 information in an apparent effort to prevent anyone from  
16 discovering this theft of funds.

17 b. The payments totaling \$53,170 to “Kaleb Logan” were fraudulent  
18 and did not correspond to any services provided to the Series by  
19 anyone named Kaleb Logan.

20 c. The September 8, 2023 payment of \$8,475 to Daquan Williams,  
21 as well as \$47,000 in additional payments from SH 2022’s bank  
22 account to Daquan Williams during production activities in 2022,  
23 were not based on any services provided to the Series by anyone  
24 named Daquan Williams. The only Daquan Williams Plaintiffs  
25 have been able to locate is a prison inmate in Georgia. By  
26 authorizing payments to Daquan Williams during filming, Ozer  
27 diverted funds that could have been used for the Series. Instead,  
28 Defendants ordered that shooting days be cut from the production

1 schedule due to a purported shortage in funds, thereby negatively  
2 affecting the quality of the episodes that were filmed.

3 d. The September 14, 2023 payment to ASB Corporation was not  
4 based on a valid invoice. ASB Corporation performed no services  
5 for the Series. *Safehaven*'s post-production facility confirmed that  
6 ASB Corporation did not provide any services to the production.  
7 Ozer also apparently created a fake domain name for ASB  
8 Corporation and a false invoice including fake contact information  
9 in an apparent effort to prevent anyone from discovering this theft  
10 of funds.

11 e. The wire payments to "J2S2 Entertainment" were payments to a  
12 company controlled by Ozer. J2S2 Entertainment did not provide  
13 anything of value to the Series. As alleged above, the Strong  
14 Global executives sent Plaintiffs documents in early 2024 that  
15 (they claimed) justified the outgoing wire transfers. These  
16 documents included a letter from accounting firm Charles, Boudin  
17 & Company, LLP ("CBC"). The letter, dated January 2, 2024 from  
18 CBC Partner Andrew Charles, purported to state that CBC  
19 managed Ozer's finances and that CBC "divested David [Ozer]  
20 from J2S2 Entertainment" in 2013. In fact, Ozer never divested his  
21 controlling stake in J2S2 Entertainment and Andrew Charles never  
22 authored this letter. This letter was an apparent forgery designed  
23 to fool Plaintiffs into believing Ozer had no relationship to J2S2.

24 80. In or around June 2023, while the Series was still being completed  
25 and in an attempt to conceal Defendants' fraudulent actions, Ozer proposed  
26 screening the first two episodes to buyers during a historic entertainment industry  
27 labor strike in Los Angeles in an effort to secure a quick sale and conceal the  
28 missing funds diverted by Defendants. This ill-timed tactic by Ozer was not

1 successful and no buyers were looking to acquire an unfinished series during the  
2 strikes.

3 81. On or around January 1, 2024, both Strong Studios and Unbounded  
4 Media were shuttered after Defendants were alerted to Plaintiffs' claims.

5 82. As of this filing, Plaintiffs have not secured or been offered any  
6 agreement with any distributor to screen, distribute, or otherwise market the Series.  
7 Defendants' wrongful misappropriation of funds and mismanagement of the  
8 Safehaven production process substantially delayed completion of the Series,  
9 shortened the episode runtimes, and harmed Plaintiffs by preventing any deal to  
10 market or distribute the completed Series. Plaintiffs have invested considerable  
11 time and financial resources into the Series and have lost reasonably foreseeable  
12 profits as the proximate result of Defendants' theft of funds and sabotage of  
13 production activities.

### 14 **FIRST CAUSE OF ACTION**

#### 15 **Fraudulent Concealment/Fraudulent Inducement**

16 **(By Ravenwood and Duncan Against Ozer, Major, Roberson, and**  
17 **Cerminara)**

18 83. Plaintiffs re-allege the foregoing paragraphs as though fully stated  
19 herein.

20 84. By June 2022, the scripts for the first 10-episode season of the Series  
21 were complete and the entire first season was ready to be filmed. Duncan possessed  
22 an interest in the commercial success of the Series pursuant to the September 2019  
23 Option Agreement with Landmark.

24 85. In or around June 2022, SH 2022 entered into a Loan and Security  
25 Agreement with non-party Bank of Hope, a financial institution headquartered in  
26 Los Angeles, California, to obtain a non-revolving line of credit of up to \$8,944,468,  
27 ostensibly for use in the payment of pre-production, production, post-production,  
28 and delivery costs of the Series.

1           86. However, Defendants Ozer, Major, Roberson and Cerminara had  
2 abused their positions of authority over SH 2022, Strong Studios, and Unbounded  
3 to wrongfully and corruptly siphon money out of the production budget. Despite  
4 obtaining a multi-million dollar guarantee that should have been more than enough  
5 to finance production and post-production of the Series, the Individual Defendants  
6 needed more money to replace the funds that they wrongfully siphoned away from  
7 the production budget.

8           87. In approximately late August 2022, Ozer approached Duncan to  
9 request a contribution of additional funds to the production. Ozer told Duncan that  
10 SH 2022 needed additional funds to complete production activities of the Series.  
11 Ozer *did not* tell Duncan that Ozer had caused SH 2022 to divert tens of thousands  
12 of dollars from the production budget to unauthorized vendors and activities  
13 unrelated to the Series.

14           88. As a result of these omissions, Ozer's request for additional funds was  
15 materially misleading. Had Duncan known that Defendants had siphoned away  
16 considerable amounts of money from the Series and mismanaged production  
17 activities, Duncan would not have agreed to provide any financing to the Series  
18 without a complete change of management and return of all misappropriated funds.

19           89. However, Duncan was unaware of the omitted facts, and in reliance on  
20 Ozer's materially misleading assurances that Duncan's money was necessary to  
21 complete production activities, on or around September 23, 2022, Duncan entered  
22 into a Memorandum of Agreement with SMV to provide \$500,000 in supplemental  
23 financing to SH 2022 as a resource to promote the successful completion of the  
24 Series.

25           90. When he entered into this Agreement, Duncan did not know and could  
26 not have reasonably discovered that Ozer had stolen funds or that Cerminara, Major  
27 and Roberson had mismanaged the Series production activities alleged herein.  
28 Duncan did not know and could not have reasonably discovered that Defendants



1 needed Duncan's money *because* they had already misappropriated or squandered  
2 a large portion of the *Safehaven* production budget.

3 91. Duncan did pay the \$500,000 in supplemental financing to SH 2022 in  
4 order to finance production of the Series. By entering the September 23, 2022  
5 Memorandum of Agreement and personally contributing financing to the Series,  
6 Duncan obtained additional rights to participate in the commercial success of the  
7 Series. Defendants' acts alleged herein injured Duncan by negatively impacting  
8 production of the Series and by reducing the value of the Series that could ultimately  
9 be completed and sold to television or streaming services.

10 92. On or around June 30, 2023, Ravenwood entered into a Management  
11 Agreement with SH 2022 and Strong Studios. Under this Management Agreement,  
12 Ravenwood agreed to pay off the production loan due to the Bank of Hope for the  
13 minimum guarantee under the Distribution Agreement with Screen Media Ventures,  
14 in the principal amount of \$6,366,062.01.

15 93. While negotiating this Management Agreement in June 2023, Duncan  
16 (acting on behalf of Ravenwood) relied upon representations made to him by Ozer  
17 about the finances of the Series, the status of production activities, and how the  
18 remaining production funds would be used. Ozer omitted the material facts  
19 described above, including that Defendants had mismanaged production activities.  
20 Ozer also omitted the material fact that he intended to misappropriate funds that  
21 would be credited to SH 2022's bank account, located in Los Angeles, California,  
22 following Ravenwood's payment of the \$6,366,062.01 to Bank of Hope under the  
23 Management Agreement.

24 94. During these negotiations, Ozer also provided to Duncan a final cost  
25 report that purported to represent the production budget for the Series and its  
26 expenses incurred to date. This document was materially misleading because it  
27 mischaracterized large transfers of funds out of the production budget to personally  
28

1 enrich Ozer as purported payments to legitimate vendors and other entities  
2 supposedly involved in the production.

3 95. In reliance upon Ozer's materially misleading representations and the  
4 falsified cost report, Ravenwood agreed to enter into the Management Agreement,  
5 and on July 2, 2023, paid the full amount of the contractual loan payment due to  
6 Bank of Hope, a total amount of approximately \$6,366,062. Ravenwood would not  
7 have entered into the Agreement, and would not have paid off the loan to Bank of  
8 Hope, had it known the omitted facts alleged above.

9 96. As the proximate result of relying upon Ozer's materially false and  
10 incomplete representations, Ravenwood has suffered harm, including but not  
11 limited to the \$6,366,062 that it paid to Bank of Hope.

12 97. Defendants knew that Ozer's misrepresentations of material fact were  
13 false when he made the misrepresentations, or had reckless disregard for their truth.

14 98. Defendants caused the alleged misrepresentations with intent to induce  
15 Duncan and Ravenwood to agree to, and perform, the foregoing agreements,  
16 including by paying substantial sums of money to finance the production activities  
17 overseen and controlled by Ozer, Cerminara, Major and Roberson.

18 99. Cerminara, Major and Roberson are individually liable for Ozer's  
19 fraudulent conduct because they aided and conspired in a single enterprise, the  
20 object of which was to obtain money from Duncan and Ravenwood through the  
21 use of deception and false statements regarding the Series. At all relevant times,  
22 each of these Defendants acted as an agent, and/or joint venturer of the other  
23 Defendants, and in doing the things alleged herein acted within the course and  
24 scope of such agency, and/or in furtherance of the joint venture. Each of the  
25 Defendants' acts alleged herein was done with the knowledge and consent of each  
26 of the other Defendants. Cerminara, Major and Roberson have aided Ozer's  
27 fraudulent scheme by providing fake supporting documents to Duncan after  
28 Plaintiffs confronted Defendants regarding suspicious payments out of SH 2022's

1 bank account in December 2023 and January 2024. This apparent effort to cover  
2 up Ozer's fraud evidences their knowledge and participation in the fraud.

3 **SECOND CAUSE OF ACTION**

4 **Breach of Contract**

5 **(By Ravenwood Against All Defendants)**

6 100. Plaintiffs re-allege the foregoing paragraphs as though fully stated  
7 herein.

8 101. On June 30, 2023, Ravenwood entered into the Management  
9 Agreement with SH 2022 and Strong Studios.

10 102. Under the Management Agreement, SH 2022 and Strong Studios  
11 agreed to the following obligations: to hire a mutually agreed production accountant  
12 to oversee the accounting and payment of residuals, deferred fees, and participations  
13 in the Series; to appoint Duncan as Treasurer of SH 2022; to make Duncan the  
14 primary contact for the production accountant; to dispose of all Gross Receipts (a  
15 defined term that included all credits deposited by Bank of Hope into SH 2022's  
16 bank account located in Los Angeles, California) in accordance with the  
17 Management Agreement; and to require the signature of two officers of SH 2022—  
18 one being Duncan—for any disposition of Gross Received received by SH 2022.

19 103. Ravenwood performed all of its material obligations under the  
20 Management Agreement, including but not limited to the payment of \$6,366,062.01  
21 to the Bank of Hope in Los Angeles, California.

22 104. SH 2022 and Strong Studios materially breached the Management  
23 Agreement in several ways, including by disposing of Gross Receipts (including a  
24 sum that exceeded \$75,000 and was credited by Bank of Hope into SH 2022's bank  
25 account located in Los Angeles, California) without the knowledge, consent, or  
26 signature by Duncan. Defendants' breaches of the Management Agreement  
27 included transferring funds from the SH 2022 bank account to Ozer and other  
28

1 Defendants, via the false and deceptive transactions alleged above, for the  
2 Individual Defendants' personal benefit and unrelated to any production activities.

3 105. Defendants' breaches of the Management Agreement have caused  
4 harm to Ravenwood in amount to be proven at trial, including but not limited to  
5 damage caused to the Series IP, and loss of the expected value that Ravenwood  
6 would have received in return for the \$6,366,062.01 deposit payment, had  
7 Defendants performed their obligations under the contract.

8 106. Ozer, Major, Roberson, and the other Individual Defendants are liable  
9 for SH 2022's and Strong Studios's breaches of the Management Agreement  
10 because they abused and disregarded the corporate form, as alleged above,  
11 resulting in a degree of unity of ownership and interests such that adhering to the  
12 corporate formalities would sanction a fraud or promote injustice.

13 107. Strong Technical, Strong Global, Unbounded, and Strong Signatures  
14 also share liability for breach of the Management Agreement because, at all times  
15 relevant, they shared common ownership and management with SH 2022 and  
16 Strong Global. Based on information and belief, the foregoing corporate entities  
17 were organized in a manner such that the Individual Defendants controlled them  
18 and used them as shells and instrumentalities to promote the Individual  
19 Defendants' personal interests. For example, Individual Defendants caused SH  
20 2022 and/or Strong Global to transfer funds obtained through the breach of the  
21 Management Agreement to the other corporate Defendants alleged herein, as a  
22 means of concealing their theft of funds from the *Safehaven* production.  
23 Collectively, all Defendants conspired and agreed to abuse and disregard the  
24 corporate form, resulting in a degree of unity of ownership and interests among all  
25 named Defendants such that adhering to the corporate formalities would sanction  
26 a fraud or promote injustice.

**THIRD CAUSE OF ACTION**

**Breach of the Implied Covenant of Good Faith and Fair Dealing**

**(By Ravenwood Against All Defendants)**

108. Plaintiffs re-allege the foregoing paragraphs as though fully stated herein.

109. On June 30, 2023, Ravenwood entered into the Management Agreement with SH 2022 and Strong Studios.

110. Ravenwood performed all of its material obligations under the Management Agreement, including but not limited to the payment of \$6,366,062.01 to the Bank of Hope in Los Angeles, California.

111. SH 2022 and Strong Studios undertook several wrongful acts that prevented Ravenwood from receiving the benefits under the Management Agreement—including successful completion and marketing of the Series—including by disposing of Gross Receipts (including a sum that exceeded \$75,000 and was credited by Bank of Hope into SH 2022's bank account located in Los Angeles, California) without the knowledge, consent, or signature by Duncan. Defendants' breach of the Management Agreement included transferring funds from the SH 2022 bank account to Ozer and the other Defendants, via the false and deceptive transactions alleged above, for the Individual Defendants' personal benefit and unrelated to any production activities.

112. By doing so, SH 2022 and Strong Studios did not act fairly and in good faith.

113. Defendants' breaches of the Management Agreement have caused harm to Ravenwood in amount to be proven at trial, including but not limited to damage caused to the Series IP, and loss of the expected value that Ravenwood would have received in return for the \$6,366,062.01 deposit payment, had Defendants acted fairly and in good faith when performing the contract.

114. Based upon the alter ego allegations that appear above, the Individual Defendants, Strong Technical, Strong Global, Unbounded, and Strong Signatures also share liability for breach of the Management Agreement because they abused and disregarded the corporate form, as alleged above, resulting in a degree of unity of ownership and interests such that adhering to the corporate formalities would sanction a fraud or promote injustice.

#### **FOURTH CAUSE OF ACTION**

##### **Breach of the Fiduciary Duty**

##### **(By Duncan and Ravenwood Against All Defendants)**

115. Plaintiffs re-allege the foregoing paragraphs as though fully stated herein.

116. When Duncan agreed in September 2022 to provide up to \$500,000 in supplemental financing to the Series, he placed his trust and confidence into several of the Defendants to use this additional financing in good faith and exclusively for purposes of completing production of the Series. In providing these funds to SH 2022, Duncan placed confidence in the entities having authority over production activities and finances—including Ozer, Major, Roberson, SH 2022, Strong Studios, and Strong Global—to act in good faith and for the benefit of Duncan with respect to use of said funds.

117. When Ravenwood agreed in June 2023 to pay off Defendants' \$6,366,062.01 obligation to Bank of Hope and thereby acquire a 75% interest in the Series IP, Ravenwood placed its trust and confidence in the Defendants having control and oversight over production of the Series production—including Ozer, Major, Roberson, SH 2022, Strong Studios, and Strong Global—to act in good faith and for the benefit of Ravenwood with respect to completion of production activities and use of the remaining production budget, including but not limited to funds credited by Bank of Hope to SH 2022's bank account in Los Angeles, California as the direct result of Ravenwood paying off the \$6,366,062.01 obligation.

1           118. The foregoing fiduciary duties owed by the foregoing Defendants to  
2 Duncan and Ravenwood imposed on these Defendants a duty to act with the utmost  
3 good faith in the best interests of Duncan and Ravenwood with respect to production  
4 expenditures, as well as a duty of care to promptly and professionally complete  
5 production, post-production, and marketing of the Series for distribution.

6           119. The foregoing Defendants breached their fiduciary duties to Duncan  
7 and Ravenwood by, *inter alia*: siphoning funds out of the production budget to  
8 finance purchases unrelated to the Series and personally enrich the Individual  
9 Defendants; concealing their theft of production funds by creating fake invoices and  
10 sending money from SH 2022's Los Angeles, California bank account to  
11 unauthorized or non-existent vendors; by transferring money out of the production  
12 budget to unauthorized or fictional vendors without the knowledge or consent of  
13 Duncan or Ravenwood; and by delaying or canceling legitimate payments to  
14 production staff and vendors in deference to expenditures on the Individual  
15 Defendants' personal affairs.

16           120. Additionally, Major and Robenson breached their fiduciary duties to  
17 Plaintiffs by failing to perform a reasonable review of production expenses or even  
18 inquiring, from Anthony Fankhauser of Cartel Pictures, if there were any unusual  
19 payments that were being authorized from the SH 2022 production account. Duncan  
20 has discovered that Mr. Fankhauser expressed serious concerns regarding several  
21 payments made during the production.

22           121. These breaches of Defendants' fiduciary duties to Duncan and  
23 Ravenwood proximately caused Duncan and Ravenwood to suffer harm, in an  
24 amount to be proven at trial. For example, Defendants' improper diversion of funds  
25 from the Series substantially delayed production, preventing Plaintiffs from  
26 realizing the reasonably foreseeable financial benefits of a sale of the Series to a  
27 television or streaming distributor. Defendants' breaches of fiduciary duty also  
28



1 negatively impacted the quality of the production and decreased the episode  
2 runtime in a manner that has rendered the Series less attractive to potential buyers.

3 122. Based upon the alter ego allegations that appear above, the other  
4 Individual Defendants, Strong Technical, Unbounded, and Strong Signatures also  
5 share liability for these breaches of fiduciary duty because they abused and  
6 disregarded the corporate form, as alleged above, resulting in a degree of unity of  
7 ownership and interests such that adhering to the corporate formalities would  
8 sanction a fraud or promote injustice. Collectively, all Defendants conspired and  
9 agreed to abuse and disregard the corporate form, and for a shared purpose of  
10 misappropriating funds from the Series production, resulting in a degree of unity  
11 of ownership and interests among all named Defendants such that adhering to the  
12 corporate formalities would sanction a fraud or promote injustice.

13 **FIFTH CAUSE OF ACTION**

14 **Negligence**

15 **(By Plaintiffs Against Ozer, SH 2022, and Strong Studios)**

16 123. Plaintiffs re-allege the foregoing paragraphs as though fully stated  
17 herein.

18 124. Plaintiffs each possessed an interest in the commercial success of the  
19 Series. Duncan obtained an interest in the Series pursuant to the September 2019  
20 Option Agreement with Landmark, by Duncan's August 23, 2022 Executive  
21 Producer Agreement and by contributing \$500,000 in supplemental financing to the  
22 Series while production was ongoing. Ravenwood obtained a 75% share of the  
23 Series IP in June 2023 by entering the Management Agreement and agreeing to pay  
24 off the \$6,366,062.01 owed by Defendants to Bank of Hope.

25 125. Throughout production and post-production of the Series, Ozer was  
26 the President of Strong Studios and the President of SH 2022. In this role, Ozer had  
27 direct authority over the finances and production activities of Strong Studios and  
28

1 SH 2022, and consequently the financing and production of the Series. SH 2022  
2 was wholly owned by Strong Studios during this period.

3 126. By virtue of their total and direct control over the production and  
4 finances of the Series, Defendants Ozer, Strong Studios, and SH 2022 owed a duty  
5 of care to the investors and other stakeholders in the commercial success of the  
6 *Savehaven* production, including Plaintiffs.

7 127. Defendants Ozer, Strong Studios, and SH 2022 breached their duty of  
8 care by committing the various acts alleged herein, including but not limited to:  
9 failing to obtain loan financing and causing the layoff of all crew members at the  
10 outset of production in June 2022; paying funds from the production budget to  
11 unauthorized or non-existent vendors, causing the production to exceed its budgeted  
12 expenses and forcing cuts to necessary staffing and production activities; failing to  
13 pay legitimate crew members and vendors, resulting in reduced episode runtimes  
14 and delayed completion of production activities; and carelessly or recklessly  
15 neglecting to manage production and post-production activities and finances in a  
16 reasonably prudent manner such that significant delays, deterioration of quality, and  
17 shortened runtimes afflicted the Series production.

18 128. Defendants' negligent mismanagement of the Series production has  
19 caused harm to Plaintiffs, in an amount to be proven at trial. Post-production was  
20 not near to being completed by the time of the entertainment industry strike that  
21 began in the summer of 2023. Due to these delays caused by Defendants, the Series  
22 was presented to potential buyers in June 2023 during an industry-wide work  
23 stoppage at a time when many buyers were not open to acquiring new shows.  
24 Additionally, since the strikes ended, there has been a massive financial contraction  
25 in the entertainment industry, resulting in a smaller sales potential for the Series.  
26 As of this filing, post-production activities are still not complete and the Series has  
27 not been purchased for distribution.  
28

1           129. Accordingly, Plaintiffs have lost all of the time and money that they  
2 invested in the Series production, and have received none of the reasonably  
3 foreseeable commercial returns that would have benefited stakeholders had the  
4 production activities been managed in a reasonably prudent manner.

5                           **SIXTH CAUSE OF ACTION**

6                                   **Negligent Supervision**

7           **(By Plaintiffs Against Strong Global, Cerminara, Roberson and Major)**

8           130. Plaintiffs re-allege the foregoing paragraphs as though fully stated  
9 herein.

10          131. At all times relevant, Strong Global was the owner of Strong Studios,  
11 which in turn owned SH 2022. Strong Global had ultimate control over the  
12 production and finances of Series.

13          132. Cerminara, Roberson and Major, as directors and senior officers of  
14 Strong Global, had the authority and responsibility to oversee and direct Ozer's  
15 production of the Series, including Ozer's management of the Series production  
16 finances. Cerminara, Roberson and Major did in fact exercise control over Ozer  
17 during his management of the production. Ozer managed the finances and  
18 production of the Series with full awareness, oversight, and support from  
19 Cerminara, Roberson and Major.

20          133. Strong Global, Cerminara, Roberson and Major knew, at all times  
21 relevant, that Plaintiffs each had a considerable financial interest in production of  
22 the Series—either by investing considerable sums of money in the production, by  
23 holding rights to a financial participation in the Series as executive producers,  
24 and/or by holding rights to the Series IP. By virtue of their unique degree of control  
25 over the production and finances of the Series, Strong Global, Cerminara, Roberson  
26 and Major formed a special relationship to Plaintiffs that gave rise to an affirmative  
27 duty of care to provide reasonably prudent oversight over Ozer's management of  
28 the finances and operations of the Series production.

1           134. Strong Global, Cerminara, Roberson and Major breached their duty of  
2 care by totally failing to provide any oversight over Ozer's management of the  
3 finances or production of the Series. Strong Global, Cerminara, Roberson and Major  
4 failed to implement even rudimentary controls over Ozer's use of the production  
5 bank accounts, his direction of production activities, his timely payment of the  
6 Series cast or vendors, or other activities essential to completion of the production.  
7 In the absence of any oversight whatsoever, Ozer was free to plunder large sums of  
8 money from the production budget for his own personal use, refuse to pay the cast  
9 or vendors, and generally fail to manage production activities in a reasonably  
10 prudent manner.

11           135. For example, Major specifically admitted to Duncan in e-mail  
12 correspondence dated December 13, 2023, that Major and Roberson had received  
13 bank statements for SH 2022's Los Angeles, California bank account through at  
14 least October 2023. The bank statement that Major and Roberson received for  
15 September 2023 reflected that only \$42,262.88 was left in the account. Even if  
16 Major and Roberson were not aware that Ozer was siphoning money out of the  
17 production account for unauthorized purposes, a reasonable executive in Major's  
18 position would have performed a further inquiry into the depletion of funds—for  
19 example, by investigating whether Ozer had all the necessary signoffs from Duncan  
20 for the suspicious wire transactions alleged above, by questioning Ozer about what  
21 these payments were for, or by contacting Duncan to confirm that all of the outgoing  
22 wires that appeared in the bank statements were legitimate.

23           136. Defendants' negligent supervision of the Series production activities  
24 has caused harm to Plaintiffs, in an amount to be proven at trial. Post-production  
25 was not near to being completed by the time of the entertainment industry strike that  
26 began in the summer of 2023. Due to these delays caused by Defendants, the Series  
27 was presented to potential buyers in June 2023 during an industry-wide work  
28 stoppage at a time when many buyers were not open to acquiring new shows.

1 Additionally, since the strikes ended, there has been a massive financial contraction  
2 in the entertainment industry, resulting in a smaller sales potential for the Series.  
3 As of this filing, post-production activities are still not complete and the Series is  
4 not ready for sales or distribution.

5 137. Accordingly, Plaintiffs have lost all of the time and money that they  
6 invested in the Series production, and have received none of the reasonably  
7 foreseeable commercial returns that would have benefited stakeholders had Ozer  
8 and the other production principals been supervised by Strong Global, Cerminara,  
9 Roberson and Major in a reasonably prudent manner.

10 **SEVENTH CAUSE OF ACTION**

11 **Civil Conspiracy**

12 **(By Plaintiffs Against All Defendants)**

13 138. Plaintiffs re-allege the foregoing paragraphs as though fully stated  
14 herein.

15 139. In or around September 2019, and continuing through at least  
16 December 31, 2023, Ozer formed an ongoing conspiracy with the other Defendants  
17 to misuse the Series production as a vehicle to personally enrich the Individual  
18 Defendants. Specifically, Defendants conspired to attract financing, professional  
19 services, and the Series intellectual property from Plaintiffs, siphon considerable  
20 sums of money from the production budget for the Individual Defendants' personal  
21 use, and then abandon the Series after grossly mismanaging the production and prior  
22 to completing post-production or selling the Series to buyer for distribution on a  
23 television or streaming service.

24 140. Pursuant to the conspiracy, Defendants did cause the wrongful  
25 diversion of tens or hundreds of thousands of dollars from SH 2022's bank account  
26 in Los Angeles, California, to unauthorized or non-existent vendors for purposes  
27 unrelated to production of the Series. Based on information and belief, such funds  
28 were instead used to personally enrich the Individual Defendants.

1 141. Defendants' wrongful acts—including the wrongful use of funds  
2 entrusted to Defendants for production of Series, and the careless or reckless  
3 mismanagement of production activities—have caused Plaintiffs significant  
4 damages, in an amount to be proven at trial.

5 **EIGHTH CAUSE OF ACTION**

6 **Declaratory Relief**

7 **(By Plaintiffs Against All Defendants)**

8 142. Plaintiffs re-allege the foregoing paragraphs as though fully stated  
9 herein.

10 143. An actual controversy has arisen between and among Plaintiffs, on one  
11 hand, and Defendants, on the other.

12 144. Specifically, a controversy has arisen over rights to the Series IP.  
13 Based on information and belief, one or more Defendants claim to own a greater  
14 percentage of the Series IP than they are entitled under the relevant agreements  
15 alleged herein. Plaintiffs request a judicial declaration that they are the rightful  
16 owners of the Series IP, based upon the agreements and the wrongful acts of  
17 Defendants alleged herein.

18 145. Additionally, a controversy has arisen over the rightful ownership of  
19 considerable amounts of funds that Defendants have diverted from the production  
20 budget for the Series. Based on information and belief, one or more Defendants  
21 claim to own funds that were wrongfully taken from the *Safehaven* production,  
22 including but not limited to funds taken from a bank account in Los Angeles,  
23 California. Plaintiffs request a judicial declaration that such funds (or property  
24 purchased with such funds) rightfully belong to Plaintiffs.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs respectfully pray that this Court award the  
27 following relief:  
28

1           1.     Compensatory damages in an amount to be proven at trial, in an  
2 amount no less than \$75,000;

3           2.     Restitution in an amount to be proven at trial;

4           3.     Imposition of a constructive or involuntary trust, and appointment of  
5 an independent receiver, to preserve assets that rightfully belong to Plaintiffs;

6           4.     Costs of suit;

7           5.     Reasonable attorney's fees;

8           6.     A judicial declaration that Plaintiffs are rightful owners of the Series  
9 IP and certain funds or property diverted from the Series, in an amount to be proven  
10 at trial; and

11          7.     All such other and further relief as the Court deems just and proper.  
12  
13  
14

15 DATED: April 29, 2024

THE FREEDMAN FIRM PC

16 By: /s/Michael G. Freedman  
17 Michael G. Freedman  
18 Attorneys for Plaintiffs  
19 Ravenwood-Productions LLC  
20 and Kevin V. Duncan  
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